CONTRACT



KMSP 11358 Viking Drive Eden Prairie, MN 55344 (952) 944-9999

And:

Smart Media Group LLC 814 King Street Suite 400 Alexandria, VA 22314

	Contract / Rev	Contract / Revision Alt Order #		Alt Order #
	4077211	/ 9		Chip Cravaack
Product				
CRAV-ORDR-C16C22 / or	der			
Contract Dates	Estimate #			
10/16/12 - 10/29/12	C16C22			
Advertiser	•		Ori	ginal Date / Revision
Cravaack / MN / Congress	S		1	0/30/12 / 10/30/12
	Billing Cycle	Billing	Cal	endar Cash/Trade

billing Cycle	billing Cale	endar	Cash/Trade
EOM/EOC	Broadcast		Cash
Station	Account Ex	<u>kecutive</u>	Sales Office
KMSP	Jacalyn Pa	ılmiotto	FSS Philadelphi
Special Hand	ling		•
Demographic			
Adults 35+			
			Total Ratings
			63.80
IDB#	Advertiser	Code	Product Code
TV12891	CRAV		ORDR
Agency Ref		Advertiser	Ref

Spots/

		Spots/				
*Line Ch Start Date End Date Description	Start/End Time Days L	ength Week	Rate Rti	n TypeS	pots	Amount
1 9 10/16/12 10/21/12 Fox 9 AM News at 5a Political LUR Rates	5a-530a	:30		NM	0	\$0.00
Week: 10/15/12 End Date Weekdays Spots/Week	Rate Rating \$200.00 0.80					
Spot Ch Date Range Description	Start/End Time Weekdays	<u>Length</u>		tg Type		
1 9 10/15/12-10/21/12 Fox 9 AM News at 5a Credited	<i>5a-530a</i> - Tu	:30	\$200.00 0.8	30 <i>NM</i>		
2 9 10/16/12 10/21/12 Fox 9 AM News at 5a	5a-530a	:30		NM	1	\$200.00
Political LUR Rates	Data Daties					
Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12 W 1	Rate Rating \$200.00 0.80					
3 9 10/16/12 10/21/12 Fox 9 AM News at 5a	5a-530a	:30		NM	1	\$200.00
Political LUR Rates Start Date End Date Weekdays Spots/Week	Rate Rating					
Week: 10/15/12 10/21/12 T 1	\$200.00 0.80					
5 9 10/22/12 10/22/12 Fox 9 AM News at 5a	5a-530a	:30		NM	1	\$200.00
Political LUR Rates Start Date End Date Weekdays Spots/Week	Rate Rating					
Week: 10/22/12 10/28/12 M 1	\$200.00 0.80					
6 9 10/16/12 10/21/12 Fox 9 AM News at 530am Political LUR Rates	530a-6a	:30		NM	0	\$0.00
Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12 -T 1	Rate Rating \$200.00 1.10					
Spot Ch Date Range Description	Start/End Time Weekdays	<u>Length</u>		tg Type		
1 9 10/15/12-10/21/12 Fox 9 AM News at 530am Credited	530a-6a - Tu	:30 {	\$200.00 1.1	0 <i>NM</i>		
7 9 10/16/12 10/21/12 Fox 9 AM News at 530am	530a-6a	:30		NM	1	\$200.00
Political LUR Rates Start Date End Date Weekdays Spots/Week	Rate Rating					
Start Date Week: 10/15/12End Date 10/21/12Weekdays WSpots/Week 1	\$200.00 1.10					
8 9 10/16/12 10/21/12 Fox 9 AM News at 530am	530a-6a	:30		NM	1	\$200.00
Political LUR Rates Start Date End Date Weekdays Spots/Week	Rate Rating					
Week: 10/15/12 10/21/12 T 1	\$200.00 1.10			į		

Print Date 10/30/12



Credited

Start Date

Credited

Week: 10/15/12

1 9

Spot Ch

10/16/12

End Date

10/21/12

10/15/12-10/21/12

Date Range

Political LUR Rates

10/21/12 M-Th 1135p-1205a AH

Description

M-Th 1135p-1205a AH

Weekdays

Spots/Week

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	Contract / Revision	Alt Order #	
	4077211 / 9	Chip Cravaack	
Contract Dates	Product	Estimate #	
10/16/12 - 10/29/12	CRAV-ORDR-C16C22 /	C16C22	

Advertiser	Original Date / Revision		
Cravaack / MN / Congress	10/30/12 / 10/30/12		

Spots/

*Line Ch Start Date End Date Description	Start/End Time Days Lengt	th Week Rate Rtn	Type Spots Amount
Start Date End Date Weekdays Spots/Week	Rate Rating		
9 9 10/16/12 10/21/12 Fox 9 AM News at 530am	530a-6a :3	30	NM 1 \$200.00
Political LUR Rates Start Date End Date Weekdays Spots/Week	Rate Rating		
Week: 10/15/12 10/21/12 F 1	\$20 0.00 1.10		
10 9 10/22/12 10/22/12 Fox 9 AM News at 530am	530a-6a :3	30	NM 1 \$200.00
Political LUR Rates	Data Batian		
Week: 10/22/12 End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 M 1	Rate Rating \$200.00 1.10		
11 9 10/16/12 10/21/12 FOX at 5	5P-530P :3	30	NM 0 \$0.00
Political LUR Rates			
Week: 10/15/12 End Date 10/21/12 Weekdays - T Spots/Week 2	Rate Rating 1.80		
Spot Ch Date Range Description		ength Rate Rtg	Туре
1 9 10/15/12-10/21/12 FOX at 5	5P-530P - Tu	:30 \$300.00 1.80	
Credited 500 100 100 100 100 100 100 100 100 100	5D 500D	00 000 00 4 00	
2 9 10/15/12-10/21/12 FOX at 5 Credited	<i>5P-530P</i> - Tu	:30 \$300.00 1.80	NM
13 9 10/16/12 10/21/12 FOX at 5	5P-530P :3	30	NM 2 \$600.00
Political LUR Rates			·
Week: 10/15/12	Rate Rating \$300.00 1.80		
14 9 10/16/12 10/21/12 FOX at 5	<u>'</u>	30	NM 0 \$0.00
Political LUR Rates	3F-330F	50	14IVI 0 \$0.00
Start Date End Date Weekdays Spots/Week	Rate Rating		
Week: 10/15/12 10/21/12 F 1	\$300.00 1.80	anath Data Dta	Tuno
<u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 2 9 10/15/12-10/21/12 FOX at 5	Start/End Time Weekdays L 5P-530P F	<u>ength</u> <u>Rate</u> <u>Rtg</u> :30 \$300.00 1.80	Type NM
Credited			
16 9 10/16/12 10/21/12 FOX at 530	530p-6p :3	30	NM 0 \$0.00
Political LUR Rates	D / D //		
Week: 10/15/12	Rate Rating \$300.00 1.70		
Spot Ch Date Range Description	Start/End Time Weekdays L	ength Rate Rtg	Type
1 9 10/15/12-10/21/12 FOX at 530	530p-6p - Tu	:30 \$300.00 1.70	NM
Credited FOV at 520	5205.05		NIM 4 \$200.00
17 9 10/16/12 10/21/12 FOX at 530 Political LUR Rates	530p-6p :3	30	NM 1 \$300.00
Start Date	Rate Rating		
Week: 10/15/12 10/21/12 W 1	\$300.00 1.70		
20 9 10/22/12 10/22/12 FOX at 530	530p-6p :3	30	NM 0 \$0.00
Political LUR Rates Start Date End Date Weekdays Spots/Week	Rate Rating		
Week: 10/22/12 10/28/12 W 1	\$300.00 1.70		
Spot Ch Date Range Description			Type
1 9 10/22/12-10/28/12 FOX at 530	530p-6p M	:30 \$300.00 1.70	NM

Rating

0.60

Weekdays

- Tu- - - - -

:30

Length

:30

NM

Rtg Type

0.60 NM

Rat<u>e</u>

\$0.00

1135p-1205a

Rate

\$100.00

1135p-1205a

Start/End Time



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Contract Dates	Product	Estimate #
10/16/12 - 10/29/12	CRAV-ORDR-C16C22 /	C16C22

Original Date / Revision Advertiser 10/30/12 10/30/12 Cravaack / MN / Congress

	Spots/	
*Line Ch Start Date End Date Description	Start/End Time Days Length Week Rate Rtn Type Spo	ts Amount
22 9 10/16/12 10/21/12 M-Th 1135p-1205a AH	1135p-1205a :30 NM	1 \$100.00
Political LUR Rates Start Date	Rate Rating 0.60	
23 9 10/22/12 10/22/12 M-F 1135p-1205a AH	1135p-1205a :30 NM	1 \$100.00
Political LUR Rates Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 M 1	Rate Rating 0.60	
24 9 10/16/12 10/21/12 M-F News Flw Debate	Various :30 NM	0 \$0.00
Political LUR Rates Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12 -T 1 Spot On Date Range Description M-F News Flw Debate M-F News Flw Debate Credited Credited	Rate Rating \$1,100.00 4.30 Start/End Time Weekdays Length Rate Rtg Type Various - Tu :30 \$1,100.00 4.30 NM	
27 9 10/16/12 10/21/12 M-F News Flw MLB Tier 1	Various :30 NM	1 \$1,100.00
Political LUR Rates Start Date End Date Weekdays Week: 10/15/12 End Date Veekdays Spots/Week	Rate Rating 4.30	
28 9 10/22/12 10/22/12 FOX at 10	10p-1035p :30 NM	1 \$600.00
Political LUR Rates Start Date End Date Weekdays Week: 10/22/12 10/28/12 Weekdays 10/22/12 10/28/12	Rate Rating 4.30	
40 9 10/16/12 10/21/12 NFL RS Game Vikings	Various :30 NM	1 \$23,000.00
Political Candidate Discount Rates Start Date End Date Weekdays Week: 10/15/12 10/21/12S Spots/Week	Rate Rating \$23,000.00 0.80	
41 9 10/16/12 10/19/12 Fox at 6	6p-630p :30 NM	1 \$550.00
Political LUR Rates Start Date End Date Weekdays TWTF 2	Rate \$550.00 Rating 4.30 Start/End Time 6p-630p Weekdays - TuWThF Length 300 Rate 5550.00 Rate 4.30 NM	
42 9 10/17/12 10/17/12 M-Th 1135p-1205a AH	1135p-1205a :30 NM	1 \$100.00
Political LUR Rates Start Date End Date Week: 10/15/12 End Date 10/21/12 Spots/Week	Rate \$100.00 0.60	
43 9 10/19/12 10/19/12 F 1135p-1205a BUZZ	1135p-1205a :30 NM	1 \$100.00
Political LUR Rates Start Date End Date Weekdays Week: 10/15/12 10/21/12F Spots/Week	Rate Rating \$100.00 0.60	
44 9 10/18/12 10/19/12 FOX at 530	530p-6p :30 NM	0 \$0.00
Political LUR Rates Start Date End Date Weekdays Tolton	Rate \$300.00 Rating 1.80 Start/End Time 530p-6p Weekdays - ThF Length 300.00 Rate 300.00 Rate 300.00 Type 300.00 530p-6p ThF :30 \$300.00 1.80 NM	
Credited	50 60 .20 NM	1 \$250.00
45 9 10/17/12 10/19/12 Fox 9 AM News at 5am Political Candidate Discount Rate	5a-6a :30 NM	1 \$350.00



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10/16/12 - 10/29/12	CRAV-ORDR-C16C22 /	C16C22

Original Date / Revision Advertiser 10/30/12 10/30/12 Cravaack / MN / Congress

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time Days	Length Week	Rate Rtn T	Γype Spots	Amount
Week: 10/15/12 End Date 10/21/12 Weekdays - WTF WTF 1 Spots/Week 1	Rate Rating				
46 9 10/18/12 10/18/12 NLCS Champ Game Non H	oıVarious	:30		NM 2	\$2,000.00
Political LUR Rates	Data Dation				
Week: 10/15/12 End Date 10/21/12 Weekdays 2T Spots/Week 2	Rate Rating \$1,000.00 0.00				
47 9 10/24/12 10/24/12 Fox 9 AM News at 5a		:30		NM 0	\$0.00
Political LUR	5a 550a	.50		INIVI	Ψ0.00
	Rate Rating				
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 W 1	\$200.00 0.80				
Spot Ch Date Range Description	Start/End Time Weekday		Rate Rtg 1		
1 9 10/22/12-10/28/12 Fox 9 AM News at 5a	5a-530a W	:30	\$200.00 0.80	NM	
Credited					
48 9 10/26/12 10/26/12 Fox 9 AM News at 5a	5a-530a	:30		NM 1	\$200.00
Political LUR rate Start Date End Date Weekdays Spots/Week	Rate Rating				
Week: 10/22/12 End Date Weekdays Spots/Week 10/22/12 10/28/12F 1	\$200.00 0.80			ı	
49 9 10/24/12 10/26/12 Fox 9 AM News at 530am	530a-6a	:30		NM 2	\$400.00
Political LUR rate					*
Start Date End Date Weekdays Spots/Week 10/22/12 10/28/12 WTF 3	Rate Rating			I	
				_	
Spot Ch Date Range Description 3 9 10/22/12-10/28/12 Fox 9 AM News at 530am		<u>s Length</u> :30	<u>Rate</u> <u>Rtg</u>] 1.10 2200.00		
Credited 7 10/22/12 10/28/12 FOX 9 AM News at 530am	530a-6a WIIIF	30 •)200.00 1.10	INIVI	
50 9 10/24/12 10/25/12 FOX at 5	5P-530P	:30		NM 0	\$0.00
Political LUR rate	31 -3301	.50		INIVI	Ψ0.00
	Rate Rating				
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 WT 2	\$300.00 1.80			j	
Spot Ch Date Range Description	Start/End Time Weekday		Rate Rtg 1		
1 9 10/22/12-10/28/12 FOX at 5	<i>5P-530P</i> WTh-	:30	\$300.00 1.80	NM	
Credited 2 9 10/22/12-10/28/12 FOX at 5	<i>5P-530P</i> WTh-	:30	\$300.00 1.80	NM	
Credited	0, 000, will	.00	1.00	14101	
N 51 9 10/29/12 10/29/12 FOX at 5	5P-530P	:30		NM 0	\$0.00
Political LUR					******
Start Date End Date Weekdays Spots/Week 10/29/12 11/04/12 M 1	Rate Rating			ı	
Week: 10/29/12 11/04/12 M 1	\$400.00 1.80			_	
<u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 9 10/29/12-11/04/12 FOX at 5	Start/End Time Weekday 5P-530P M		Rate Rtg 7		
1 9 10/29/12-11/04/12 FOX at 5 Credited	5P-530P M	:30 +	\$400.00 1.80	INIVI	
52 9 10/23/12 10/24/12 FOX at 530	530p-6p	:30		NM 0	\$0.00
Political LUR rate	550р-ор	.50		INIVI	Ψ0.00
Start Date End Date Weekdays Spots/Week	Rate Rating			ı	
Week: 10/22/12 10/28/12 - TW 2	\$300.00 1.70				
Spot Ch Date Range Description	Start/End Time Weekday		Rate Rtg 1		
1 9 10/22/12-10/28/12 FOX at 530	530p-6p - TuW	:30	\$300.00 1.70	NM	
Credited 2 9 10/22/12-10/28/12 FOX at 530	530p-6p - TuW	:30	\$ 300.00 1.70	NM	
Credited	500p op - 1uw	.50 4	, 1.10		
53 9 10/29/12 10/29/12 Fox 9 AM News at 530am	530a-6a	:30		NM 1	\$400.00
Political LUR rate				,	ψ 100.00
Start Date End Date Weekdays Spots/Week	Rate Rating			I	
Week: 10/29/12 11/04/12 M 1	\$400.00 1.70				

Print Date 10/30/12



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10/16/12 - 10/29/12	CRAV-ORDR-C16C22 /	C16C22

Original Date / Revision Advertiser 10/30/12 10/30/12 Cravaack / MN / Congress

		Spots/		
*Line Ch Start Date End Date Description		ength Week Rate Rtr	Type Spots	Amount
Start Date	Rate Rating			
54 9 10/24/12 10/25/12 M-F 1135p-105a ACCH	1135p-105a	:30	NM 2	\$200.00
Political LUR rate	Data Dating			
Start Date Week: 10/22/12 End Date Weekdays Spots/Week 10/22/12 To/28/12 Section 2	Rate Rating \$100.00 0.60			
55 9 10/29/12 10/29/12 M-F 1135p-1205a ACCH	1135p-1205a	:30	NM 1	\$100.00
Political LUR rate	1130p 1200a	.50	TAIVI I	ψ100.00
Start Date End Date Weekdays Spots/Week	Rate Rating			
Week: 10/29/12 11/04/12 M 1	\$100.00 0.60			
56 9 10/24/12 10/26/12 Fox at 9	9p-10p	:30	NM 0	\$0.00
Political LUR	B B ./			
Start Date End Date Weekdays Spots/Week 10/22/12 10/28/12 WTF 2	Rate Rating \$1,100.00 4.30			
Spot Ch Date Range Description	Start/End Time Weekdays	Length Rate Rt	g Type	
1 9 10/22/12-10/28/12 Fox at 9	9р-10р WГhF			
Credited				
3 9 10/22/12-10/28/12 Fox at 9	9p-10p WThF	:30 \$1,100.00 4.3	0 NM	
Credited 57.00 40/00/40 57.40	0.40			0.4.050.00
57 9 10/29/12 10/29/12 Fox at 9	9p-10p	:30	NM 1	\$1,250.00
Political LUR rate Start Date End Date Weekdays Spots/Week	Rate Rating			
Week: 10/29/12 11/04/12 M 1	\$1,250.00 4.30			
58 9 10/23/12 10/23/12 FOX at 10	10p-1035p	:30	NM 1	\$700.00
Political LUR rate				
Week: 10/22/12 End Date Weekdays Spots/Week	Rate Rating			
170010. 10/22/12 10/20/12 1	\$700.00 2.00			^-
59 9 10/25/12 10/25/12 M-F News Flw MLB Tier 2	Various	:30	NM 1	\$700.00
Political LUR rate Start Date End Date Weekdays Spots/Week	Rate Rating			
Week: 10/22/12 10/28/12 T 1	\$700.00 2.00			
60 9 10/29/12 10/29/12 M-F News Flw MLB Tier 2	Various	:30	NM 1	\$850.00
Political LUR rate				
Political LUR rate	Data Dating			
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 M 1	Rate Rating \$850.00 2.00			
61 9 10/24/12 10/24/12 M-F News Flw MLB Tier 1	Various	:30	NM 1	\$1,100.00
Political LUR rate	vanious	.00	14141	ψ1,100.00
Start Date End Date Weekdays Spots/Week	Rate Rating			
Week: 10/22/12 10/28/12 W 1	\$1,100.00 4.30			
62 9 10/26/12 10/26/12 Fox at 9	9p-10p	:30	NM 0	\$0.00
Political LUR rate	Data Datas			
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 F 1	Rate Rating 4.30			
Spot Ch Date Range Description	Start/End Time Weekdays	Length Rate Rt	g Type	
1 9 10/22/12-10/28/12 Fox at 9	9p-10p F		0 NM	
Credited				
63 9 10/29/12 10/29/12 M-F News Flw MLB Tier 1	Various	:30	NM 1	\$1,250.00
Political LUR rate	Data Data			
Start Date Weekl: 10/29/12 End Date Weekdays Spots/Week	Rate Rating \$1,250.00 4.30			
64 9 10/23/12 10/23/12 Fox at 9	9p-10p	:30	NM 0	\$0.00
Political LUR rate	ορ 10p	.00	INIVI	ψυ.υυ
i dillidai Edit Tale			•	

10/30/12 / 10/30/12



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10/16/12 - 10/29/12	CRAV-ORDR-C16C22 /			
Advertiser	Origi	nal Date / Revision		

	L						
			Spots	s/			
*Line Ch Start Date End Date Description	Start/End Ti	me Days	Length Week	Rate	Rtn Type	Spots	Amount
Week: Start Date 10/22/12 End Date 10/28/12 Weekdays T Spots/Week T	Rate \$1,100.00	Rating 4.30					
Spot Ch Date Range Description	Start/End Tir			Rate			
1 9 10/22/12-10/28/12 Fox at 9	9p-10p	- Tu	:30	\$1,100.00	4.30 <i>NM</i>		
Credited						ļ	
65 9 10/25/12 10/25/12 M-F News Flw MLB Tier 1	Various		:30		NM	1	\$1,100.00
Political LUR rate Start Date End Date Week: 10/22/12	<u>Rate</u> \$1,100.00	Rating 4.30					
66 9 10/29/12 10/29/12 Fox 9 AM News at 5am	5a-6a		:30		NM	1	\$250.00
Political LUR rate							
Start Date End Date Weekdays Spots/Week	Rate	Rating					
Week: 10/29/12 11/04/12 M 1	\$250.00	0.00				ļ	
N 67 9 10/26/12 10/26/12 M-F News Flw MLB Tier 1	Various		:30		NM	0	\$0.00
Politcal LUR rate Start Date End Date Weekdays Week: 10/22/12 10/28/12F Spots/Week	<u>Rate</u> \$1,100.00	Rating 0.00					
Spot Ch Date Range Description	Start/End Tir			Rate	Rtg Type		
1 9 10/22/12-10/28/12 M-F News Flw MLB Tier 1	Various	F	:30	\$1,100.00	0.00 <i>NM</i>		
Credited							
68 9 10/18/12 10/18/12 FOX at 5	5P-530P		:30		NM	1	\$0.00
Week: 10/15/12 End Date 10/21/12 Weekdays Spots/Week	Rate \$0.00	Rating 1.80				l	
100010 10/10/12	*****	1.00					04 000 00
69 9 10/28/12 10/28/12 NFL Reg Season Pre Game	e Various		:30		NM	1	\$1,000.00
Political LUR Rate Start Date End Date Weekdays Spots/Week	Rate	Rating				ŀ	
Week: 10/22/12 10/28/12 S 1	\$1,000.00	4.10				l	
			Т.	tala 6	3.80	38	\$39,800.00
			10	tals 6	3.00	30	და ა ,იიი.იი

Cravaack / MN / Congress

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	32	\$35,700.00	\$30,345.00
10/29/12 -10/29/12	6	\$4,100.00	\$3,485.00
Totals	38	\$39,800.00	\$33,830.00

Signature:	Date:	
	-	

STANDARD CONDITIONS

1. BILLING AND PAYMENTS

Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at the address on the face here of. Agency shall pay Station thereon at the address on the bill on or before the 30th day of each month tollowing that in which the base coursed or such other date as may be specified in the involve. Time is specifiedly made at the essence in the performance of Agency's and Advertiser's payment and other obligations hereunder. Delinquent accounts shall be ar interest at the rate of ten percent (10%) per annum. If Station in stitutes any legal action to collect a delinguent account then Advertiser agrees to pay Station for all cost the reof.

2. LIA BILITY FOR PAYMENTS

Agency is acting as agent for a disclosed principal, the Advertiser named on the face hereof, provided, however, notwithstanding that bills are rendered to Agency or anything else contained herein, Advertiser and Agency jointly and severally shall be and remain obligated to pay the amount of all bills until payment in full is received by Station. Payment by Advertiser to Agency shall not constitute payment to Station

(a) Unless otherwise specified on the face here of, either party may terminate this contract, for any reason, upon giving the other party at least 28 days' prior notice; provided, however, if notice is given by Agency, termination shall not be effective until after 28 consecutive days of broadcasting hereunder. If Agency so terminates this contract, Agency shall pay Station at the earned rate for all broadcasts pursuant to this contract through the date of termination.

(b) Station may, upon notice to Agency, terminate this contract at any time: (1) upon material breach by Agency, including, without limitation, Station's failure to receive timely payment on billing; or (iii) if Advertiser's or Agency's creditis, in Station's reasonable opinion, impaired. Upon such termination all unpaid, accrued charges hereunder shall immediately become due and payable and Agency shall also pay, as liquidated damages, a sum equal to that which Agency would have been obligated to pay hereunder it on the date on which Station gives such notice of termination,

Agency had given notice of termination pursuant to Paragraph 3(a) hereoferfective at the earliest date permitted thereunder.
(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual, noncancellable out-of-pocket costs necessarily incurred by Agency through date of such termination and that arise directly from the placement of the announcements or programs hereunder; provided, however, that if any part of such announcements or programs have been broadcast, then Station's obligation to reimburse said costs shall be reduced pro-rata, or (II) the total which would be due to Station hereunder it on the date on which Agency gives notice of termination, Station had given notice of termination pursuant to Paragraph 3(a) or had given notice under Paragraph 3 hereot. Except as expressly set for in the preceding sentence. Station shall not be liable to Agency or Advertiser for any claims, actions, losses, damages, Habilities, costs or expenses of any kind or nature what soever.

If, as a result of an act of God (including, but not limited to, delay or cancellation of an event due to weather) force majeure, public emergency, labor dispute or lockout, restriction imposed by league rule, law, or governmental order, mechanical breakdown or any other similar or dissimilar cause beyond Station's reasonable control. Station talls to eshibit any or all of the announcements or programs to be eshibited hereunder. Station shall not be in breach here of but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later or program to be estimated hereunder, station what have the first program to be estimated hereunder and the made at a reasonably satisfactory substitute date and time in which case. Agency shall continue to pay all amounts due hereunder, and first such time is available the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and Agency shall continue to pay full charge. The toregoing shall not deprive Agency of benefits of discounts, which it would have earned hereunder if the broadcast had been made in its entirety. In addition, it for any reasons what to ever, including without limitation, events that are within 5 throadcast any or all of the announcements or programs to be broadcast hereunder. Station's control, Station fall be limited to the time charges allocable to the omitted broadcast or broadca sts.

5 PREEMPTIONS

s. Precime nows

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event that in its sole discretion, it deems to be of public interestor significance. Station will notify Agency of such cancellation as promptly as reasonably possible. If the parties cannot agree upon a satistactory substitute date and time, the broadcast so preempted shall be deemed cancelled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the cancelled broadcast

6 FIXED RATE PURCHASES.

Notwiths tanding the provisions of Paragraphs 4 and 5 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract Station may preempt any such announcement at its sole discretion for any reason, and in the event of preemption or omission, Agency shall continue to pay the full charge (no credit or retund will be given) but Agency shall be accorded another announcement or a reasonably satts actory substitute date and time, at no additional charge therefor.

7. And EPROCECTON
Station reserves the right stany time(s) to change the rates, discounts or charges hereunder to conform to any rate card is sued after the date of this contract ("New Rate Card") provided that such changes will not be effective so as to increase the aggregate sums payable bereunder prior to the end of the rate protection period specified in the published rate card in effect on the date hereof ("Current Rate Card") and turther provided that the rate protection set forth in the Current Rate Card shall apply only if, and to the estent that commencing no later than 30 days after the effective date of New Rate Card, announcements hereunder are broadcast weekly without interruption or lapse unless caused by Station. Agency shall have the benefit (to be granted in the form of add tonal broadcast time and not in cash) of any decrease in the aggregate sum spayable hereunder beginning as of the effective date of the New Rate Card.

8. AGENCY MATERIAL

All announcement materials (and if so specified on the face of this contract all program materials, including talent) shall be turnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials notices than 96 hours (exclusive of Saturdays, Sundays and holldays) in advance of broadcast. All materials turnished by Agency (I) shall not be contrary to the public interest; (ii) shall conform to the Station's then-existing program and operating policies and quality standards; (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials; and (iv) may be broadcast without infinging or otherwise violating the rights of others. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

Any additional material furnished by \$ tation either at Agency's request or because \$ tation, in its sole discretion, has determined such additional material is necessary, shall be turnished at Agency's expense and shall be in addition to charges set forth on the face hereof. \$ tation's exercise of its right to retuse to broadcast any program or announcement hereunder, or revocation of any prior approval of advertising matter, shall not constitute a breach of this agreement, and \$ tation shall not be liable to Advertiser. If \$ tation shall fall to receive an acceptable announcement and/or program within the time provided for herein. Station may repeat any previously approved announcement and/or programs available to Station, or, if there are none, may telecast by audio

only the name or other identification or service to be advertised hereunder.
If Agency requests within 30 days of the last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days tollowing the last broadcast hereunder.

9. INDEMNIEKCATION

Agency will indeminify, defend, and hold harmless Station from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorneys) fees and disbursements; that arise out of or result from the broadcast preparation for broadcast or contemplated broadcast of materials turnished by or on behalf of Agency or turnished by Station at Agency's request for use in connection with Agency's announcementor other program materials, and Station will similarly indemnify, defend, and hold harmless Agency and Advertiser with respect to all other materials turnished by Station. The indemnifier shall promptly notify and cooperate with the indemnifier with respect to any claim. The provisions of this Paragraph shall survive the termination or expiration of this contract.

10. General
(a) Station will broadcast the announcements or programs covered by this contraction the dates and at the approximate hourly times provided on the face here of.
(b) if this contract is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all time charges unless otherwise provided on the face hereof and provided Station's bills are paid when due. If this contract is with a media buying service, all references herein to Agency shall apply to devertiser except that in such case no commission will be allowed.
(c) Agency shall not a sign this contract except to another agency that succeeds to its business of representing Advertiser and provided such other agency assumes in writing all of Agency's obligations hereunder. Advertiser may upon notice to Station change its agency, and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter.

Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(d) Notwiths tanding any other provision of this Agreement, any specification or order for the blecast or nontelecast of Advertiser's material during a particular portion of the broadcast program or segment listed on the face here of shall be treated as a requestionly, and Station shall not be obligated to comply with such request. e jÄny ta ze s, whether tederal, sta te or local, including sales and use tazes, that may be imposed upon or with respect to, any advertising broadcast pursuant to this Agreement that may be

advanced to Station on behalf of Agency shall be billed to Agency in addition to the amount otherwise payable.
(1) Station at its sole discretion, shall determine the nature and extent of Advertiser's exclusive sponsorship, if any, of any program or segment.

(g) This contract contains the entire understanding between parties, cannot be changed or terminated or ally, and shall be construed in accordance with the laws of the State of California, where Station's home office is located. When there is any inconsistency between these standard conditions and a provision of the face hereof, the latter shall govern. Failure of either party to entorce any of the provisions hereof shall not be construed as a general relinquishment or walver of that or any other provision. All notices hereunder (except for notices under Paragraph 5) shall be in writing given only by mall or fax, addressed to other party at the address on the face hereof, and shall be deemed given on the date of dispatch. In the event of an alleged breach by Station, Advertiser shall not be entited to recover damages in excess of its out-of-pocket costs; no recovery for anticipated profits or damage to reputation of the Advertiser of its product or services shall be permitted.

(h) Station does not discriminate in the sale of advertising time, and will accept no advertising that is placed with an intent to discriminate on the basis of race or ethnicity. Agency hereby certites that it is not buying broadcasting air time under this contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, ethnicity, national origin, or ancestry.